



REQUEST FOR PROPOSAL (RFP)

CODE ENFORCEMENT SPECIAL MASTER (BUILDING)

RFP Number:	<u>16-0007</u>	Contracting Officer:	<u>Susan Dugan, CPPB</u>
Proposal Due Date:	<u>1/6/2016</u>	Pre-Proposal Conference Date:	<u>None</u>
Proposal Due Time:	<u>3:00 p.m.</u>	RFP Issue Date:	<u>12/7/2015</u>

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. A separate contractual document will be signed by the Value Adjustment Board and the awarded vendor(s).

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1 Purpose

Lake County Board of County Commissioners requests proposals from interested and qualified individuals to act in the capacity as a Code Enforcement Special Master (Building) to hear cases involving violations of the Lake County Code, the Land Development Code and the Florida Building Code. The County currently has a Code Enforcement Special Master who hears general code enforcement cases and animal control cases, and a Board of Building Examiners to hear complaints regarding locally licensed and unlicensed contractors. This request is for an individual to hear cases concerning building violations on the part of property owners, and to additionally act as alternate for the Code Enforcement Special Master in the event that he or she has a conflict of interest or is unable to hear a case.

It is the County's intent to award one (1) contract for a Special Master.

Section 1.2 Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Dugan, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3 Method of Award – Considering Qualifications and Pricing

The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all respondents.

Responses will be evaluated and award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Responses will be evaluated based upon the following criteria.

1. Qualifications of proposed personnel.
2. Proposed costs / fee schedule.
3. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
4. Reports from direct and indirect references.
5. Other relevant criteria.

Section 1.4 Term of Contract – One Year

The contract to the selected vendor shall be effective immediately following the date of execution of it by the Lake County Board of County Commissioners and remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Section 1.5 Option to Renew

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is the County's prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6 Method of Payment - Monthly Invoices

The vendor shall submit monthly invoices by the tenth (10th) calendar day of each month to the County to provide payment. The vendor shall submit a fully documented invoice that states the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for hearing. It shall be understood that such invoices shall not be submitted for payment until such time as the services has been completed and the County reviews and approves the service. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.7 Delivery and Acceptance of Services

The services rendered as a result from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.8 Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a contract being executed by the County.]

Special Master shall provide general liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
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or

Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, Special Master must provide a notarized statement that if an injury occurs they will not hold the Client responsible for any payment or compensation.

Employer's Liability insurance with the following minimum limits and coverages:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the Client of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

All deductibles or self-insured retention shall appear on the certificate(s).

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Special Master.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Special Master, nor a failure to disapprove that insurance, shall relieve Special Master of full responsibility of liability, damages, and accidents as set forth herein.

If it is not possible for the Special Master to certify compliance, on the certificate of insurance, with all of the above requirements, then the Special Master is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Section 1.9 Completion of Solicitation Response

The original proposal and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's discretion, be rejected. Proposals shall be organized as follows:

- A. RFP Cover Sheet signed by the attorney/vendor.
- B. Resume.
- C. Complete the Work References/Similar Projects Form attached in Section 4.
- D. Proof of Florida Bar Membership.
- E. Pricing/Certification/Signatures: Complete forms in Section 3.

Section 1.10 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

SECTION 2 – STATEMENT OF WORK

Section 2.1: Scope of Services

This solicitation is for an individual to provide Code Enforcement Special Master services for Lake County Board of County Commissioners. The Code Enforcement Special Master will be required to conduct hearings and function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. The Special Master shall not be deemed to be a County employee.

Qualifications:

- A. Shall be a member of the Florida Bar in good standing with no less than five (5) years of practice.
- B. Not required to be a resident of Lake County, but preference will be placed on firms and/or individuals based in Lake County, Florida.
- C. May not be an elected or appointed official or an employee of Lake County.
- D. May not be an elected or appointed official or an employee of a municipality located within Lake County, Florida.
- E. May not be an employee of the Lake County Sheriff's Office.
- F. Shall maintain records in accordance with local, State and Federal public records law, including retention requirements.

The Special Master shall have jurisdiction to hear and decide cases involving alleged violations of the Lake County Code, the Land Development Regulations, the Florida Building Code or any ordinance or resolution duly enacted by the Lake County Board of County Commissioners. The Special Master will review and understand all relevant codes, ordinances and Florida law. The Special Master shall have all powers granted by local ordinance and state law.

The County intends to hold the code enforcement (building) hearings on the third (3rd) Wednesday of every month, with the understanding that some hearings may have to be rescheduled or canceled due to holidays and/or conflicts. The Special Master must be able to make him or herself available to attend the scheduled hearings. The Code Enforcement Special Master (Building) must also be available to cover hearings when the Code Enforcement Special Master has a conflict of interest or is otherwise unable to hear a case(s).

The Special Master shall hear cases on the agenda for the day of the scheduled hearing. The hearing shall be conducted by the Special Master to ensure fundamental due process. All testimony shall be under oath or affirmation administered by the Special Master, and shall be recorded. The County and the alleged violator (respondent) shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, impeach witnesses and rebut testimony relevant to the case. However, hearings shall be informal and need not be conducted according to technical rules of evidence.

After the conclusion of the hearing, if enforcement action is necessary, the Special Master shall issue findings of fact or conclusions of law in the form of an order of enforcement, which shall command whatever steps are necessary to bring a violation into compliance by the time set in the order.

SECTION 2 – STATEMENT OF WORK

The Special Master shall, in every proceeding, reach a decision without unreasonable or unnecessary delay, and shall in all instances, reach a decision within twenty (20) calendar days from the date of the final hearing at which receipt of all evidence has been concluded.

The Special Master shall not have the power to initiate enforcement proceedings.

RFP TITLE: **CODE ENFORCEMENT SPECIAL MASTER (BUILDING)**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

Item Number	Item Description	Per Hour
1	Code Enforcement Special Master (Building)	\$

Pricing Notes:

1. The hourly rate for these services shall be a single hourly rate encompassing any costs, overhead, salary, benefits, legal assistant's time, paralegal's time, postage and other costs. The Special Master shall begin billing the hourly rate from the time the Special Master arrives in Tavares, Florida and shall cease billing the hourly rate at the time the hearing is adjourned. The Special Master may bill this rate for the review of any orders submitted for signature. In no event shall Special Master bill the County for any mileage or meals.
2. The County does not guarantee a minimum quantity or dollar value of work.
3. No retainer fees are available and/or required.

By Signing this Proposal the Proposer Attests and Certifies that:

- It/He/She satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA-based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Proposal Signature:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____ Date: _____
Print Name: _____ Title: _____

WORK REFERENCES/SIMILAR PROJECTS

Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	